

MAINTENANCE AGREEMENT

This Agreement entered this ____ day of September, 2010, by and among the City of West Lafayette Board of Parks and Recreation, ("Park Board"), the West Lafayette Redevelopment Commission ("RDC") and the West Lafayette Community School Corporation ("WLCSC"),

WITNESSETH:

WHEREAS, the WLCSC is the owner of real estate known as the West Lafayette Junior/Senior High School;

WHEREAS, said real estate has a running track ("Track") located upon it which Track is open to the public for its use;

WHEREAS, the Track is a component of the Village Fitness Trail ("Fitness Trail") which is a part of the City of West Lafayette Trail System ("Trail System") which Trail System is maintained by the Park Board;

WHEREAS, the RDC provided the funds for the repair of the Track;

WHEREAS, the parties desire to set forth their agreement regarding the maintenance of the Track.

NOW THEREFORE, the parties hereby agree as follows:

1. WLCSC shall, at all times and at its own cost and expense, repair, replace, and maintain in a good, safe and substantial condition the Track and those areas appurtenant to it, and shall use all reasonable precaution to prevent waste, damage or injury to the Track. In maintaining the Track, WLCSC, shall at all times, acknowledge that the improvements made to the Track reflect upon the high quality of the Trail System and therefore agrees to maintain the Track to standards which reflect a good image on the City of West Lafayette and WLCSC.

2. Park Board and/or the RDC shall, at all times and at its own cost and expense, repair, replace and maintain in a good, safe and substantial condition, the Fitness Trail, except for that portion which is the responsibility of WLCSC set forth in Paragraph 1 above.

3. WLCSC shall keep the Track open and available for use by the public at all times except during scheduled athletic events utilizing the athletic field at West Lafayette Junior/Senior High School. WLCSC shall have priority use of the Track during those times necessary to accommodate physical education class.

4. Each of the parties shall obtain and maintain insurance coverage against liability for injury, both personal and property. Each party shall name the other party as additional insured on their respective policies. All insurance shall be written with responsible companies. All policies shall require thirty (30) days notice by certified mail to the other party of any cancellation or change affecting the interests of the other party.

5. This agreement shall continue in full force and effect until terminated by either party by giving ninety (90) days notice to the other party of the intended termination.

6. Notices. Any notice required under this Agreement shall be in writing and delivered by first class mail to the following parties:

City of West Lafayette Board of Parks and Recreation:
c/o Joe Payne, Park Superintendent
609 W. Navajo St.
West Lafayette, IN 47906

With copy to:
Park Board Attorney
Andrew S. Gutwein
P.O. Box 469
Lafayette, IN 47902

West Lafayette Community School Corporation:
Principal, West Lafayette Jr/Sr High School
C/O Ron Shriner
1130 N. Salisbury St.
West Lafayette, IN 47906

With copy to:
WLCSC Attorney
Robert C. Reiling
P.O. Box 280
Lafayette, IN 47902

West Lafayette Redevelopment Commission

c/o Chandler Poole, Director
609 W. Navajo St.
West Lafayette, IN 47906

With copy to:

West Lafayette Redevelopment Commission Attorney
Thomas L. Brooks, Jr.
P.O. Box 650
Lafayette, IN 47902

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the date first
above written.

City of West Lafayette Park Board

West Lafayette Community School
Corporation

by: _____

by: _____

by: _____

by: _____

West Lafayette Redevelopment Commission

by: _____
Lawrence T. Oates, President

by: _____
Linda M. Sorensen, Secretary

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